

EXHIBIT A

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13 *Attorneys for Plaintiff and the Class*

14 **SUPERIOR COURT FOR THE STATE OF CALIFORNIA**
15 **COUNTY OF LOS ANGELES**

17 KEVIN RISTO, on behalf of himself and all
18 others similarly situated,

19 Plaintiff,

20 v.

21 SCREEN ACTORS GUILD-AMERICAN
22 FEDERATION OF TELEVISION AND
23 RADIO ARTISTS, a Delaware corporation;
24 AMERICAN FEDERATION OF
25 MUSICIANS OF THE UNITED STATES
26 AND CANADA, a California nonprofit
27 corporation; RAYMOND M. HAIR, JR, an
28 individual, as Trustee of the AFM and SAG-
AFTRA Intellectual Property Rights
Distribution Fund; TINO GAGLIARDI, an
individual, as Trustee of the AFM and SAG-
AFTRA Intellectual Property Rights
Distribution Fund; DUNCAN CRABTREE-
IRELAND, an individual, as Trustee of the
AFM and SAG-AFTRA Intellectual Property

FILED
Superior Court of California
County of Los Angeles

JUN 22 2018

Sherri R. Carter, Executive Officer/Clerk of Court
By Beth Smith Deputy
Beth Smith

RECEIVED: \$1,435.00
DATE PAID: 06/22/18 03:16 PM
PAYMENT: \$1,435.00
CHECK: \$1,435.00
CASH: \$0.00
CHANGE: \$0.00
CARD: \$0.00

CIT/CASE: BC710739
LEA/DEF#:

BC 710739
CASE NO.

CLASS ACTION

CLASS ACTION COMPLAINT FOR:

- (1) BREACH OF FIDUCIARY DUTY;
(2) MONEY HAD AND RECEIVED;
(3) DECLARATORY RELIEF; and
(4) CONVERSION

DEMAND FOR JURY TRIAL

ORIGINAL

1 Rights Distribution Fund; STEFANIE TAUB,
2 an individual, as Trustee of the AFM and
3 SAG-AFTRA Intellectual Property Rights
4 Distribution Fund; JON JOYCE, an individual,
5 as Trustee of the AFM and SAG-AFTRA
6 Intellectual Property Rights Distribution Fund;
7 BRUCE BOUTON, an individual, as Trustee
8 of the AFM and SAG-AFTRA Intellectual
9 Property Rights Distribution Fund; and DOE
10 DEFENDANTS 1-10,

11
12 Defendants.

1 Plaintiff Kevin Risto, on behalf of himself, and all others similarly situated, alleges as
2 follows upon personal knowledge as to Plaintiff's own conduct and on information and belief as to
3 all other matters based on an investigation by counsel, such that each allegation has evidentiary
4 support or is likely to have evidentiary support upon further investigation and discovery:

5 **FACTUAL BACKGROUND**

6 **A. STATUTORY FRAMEWORK**

7 1. 17 U.S.C. § 106 grants the owner of a copyright in a sound recording the exclusive
8 right to perform and reproduce the sound recording publicly by means of a digital audio
9 transmission. As a result of the Digital Performance Rights in Sound Records Act of 1995 and the
10 Digital Millennium Copyright Act of 1998, 17 U.S.C. § 114 provides a statutory license to
11 perform and reproduce sound recordings. SoundExchange, an affiliate and former subsidiary of
12 the Recording Industry Association of America, is designated as the sole entity in the United
13 States authorized to collect these royalties from statutory licenses for the digital performances of
14 sound recordings.

15 2. Under 17 U.S.C. § 114(g), 50% of digital performance royalties are payable to the
16 copyright owners of the sound records, 45% are payable to the featured artists, 2.5% are payable
17 to the non-featured musicians (also known as session musicians) and 2.5% are payable to the non-
18 featured vocalists (also known as session vocalists) (collectively referred to herein as "non-
19 featured performers.")

20 3. The 5% of the digital performance royalties payable to non-featured performers are
21 sometimes collectively referred to herein as the "Royalties."

22 4. The statute requires payment of the Royalties to non-featured performers regardless
23 of their union membership in any or all of the three major unions: the American Federation of
24 Musicians of the United States and Canada ("AFM"), or SAG-AFTRA (the surviving entity after
25 the 2012 merger of the Screen Actors Guild ("SAG") and the American Federation of Television
26 and Radio Artists ("AFTRA")).

27 **B. ESTABLISHMENT OF THE FUND**

28 5. The AFM and SAG-AFTRA Intellectual Property Rights Distribution Fund (the

1 “Fund”) is the name given to the I.R.C. § 501(c)(6) nonprofit organization which oversees a trust
2 fund created to receive and distribute Royalties or other remuneration to artists from
3 SoundExchange and other relevant collecting societies, rights organizations and other appropriate
4 entities in order to comply with the statutory scheme.

5 6. Pursuant to the statutes, the Fund is obligated to perform its duties without regard
6 to union membership.

7 7. The Fund was established through an Agreement and Declaration of Trust dated
8 September 16, 1998 between the American Federation of Musicians of the United States and
9 Canada (“AFM”) and the American Federation of Television and Radio Artists (“AFTRA”).

10 8. The Agreement and Declaration of Trust dated September 16, 1998 was amended
11 and restated on July 26, 2012 after the merger of the Screen Actors Guild (“SAG”) and AFTRA.
12 The AFM and SAG-AFTRA are collectively referred to herein as “Unions.”

13 9. As of 2013, the Fund’s Trustees consist of three board members of the AFM union
14 and three board members of the SAG-AFTRA union, as well as two rank-and-file members, one
15 from each Union. The Trustees are not compensated by the Fund for the performance of their
16 duties. The Trustees are responsible for implementing the statutory rights of the non-featured
17 performers, collecting the Royalties due to non-featured performers and making payment to the
18 non-featured performers.

19 10. Pursuant to the Agreement and Declaration of Trust, the Trustees owe a fiduciary
20 duty to the beneficiaries of the Fund and are obligated to protect the property held by the Fund.

21 **C. IMPLEMENTATION OF THE SERVICE FEE FOR THE BENEFIT OF THE**
22 **UNIONS**

23 11. The Fund entered into a Data Purchase and Services Agreement dated July 22,
24 2013 (the “Services Agreement”) with the Unions. Pursuant to the Services Agreement, “the Fund
25 shall pay each Union, within 30 days after the conclusion of each of the Fund’s distribution cycles,
26 3% of the amount distributed by the Fund in such distribution cycle.... Such payment shall
27 constitute complete compensation of the Unions and their personnel for providing the data and
28 services contemplated by this Agreement. There shall be no additional charges or expense

1 reimbursement associated with the Unions' provision of the data and services contemplated by this
2 Agreement."

3 12. This 3% service fee shall be referred to herein as the "Service Fee."

4 13. The Service Fee was approved by the Defendants named herein. These Defendants
5 were Trustees of the Fund but were acting with deep conflicts of interest to the benefit of the
6 Unions, by which they are employed.

7 14. This Service Fee reduces the amount of capital in the Fund and therefore reduces
8 the amount of money available to the beneficiaries of the Fund.

9 15. Defendants violated their duties to the Trust when authorizing the Service Fee and
10 diverting funds away from the Fund and to the Unions.

11 16. The Service Fee is purportedly paid to the Unions for the provision of certain data
12 and representation of "Fund interests." However, all of the obligations conferred on the Unions in
13 the Service Agreement were activities that the Unions were already performing as a benefit to its
14 members. No new consideration was provided by the Unions in exchange for the Service Fee.

15 17. In some instances, the Unions have not fulfilled their obligations under the Services
16 Agreement. For example, SAG-AFTRA has declined to provide access to member databases,
17 session reports and "B-forms," or other similar databases.

18 18. None of the activities set forth in the Services Agreement are for the benefit of non-
19 Union, non-featured performers.

20 19. In addition to the Service Fee, and contrary to the terms of the Service Agreement,
21 the Trust pays the expenses of the Defendant Trustees.

22 20. The Trustees of the Fund have significant conflicts of interest with the beneficiaries
23 of the Fund and have used the Fund to benefit the Unions instead of the beneficiaries it was
24 intended to represent.

25 21. Plaintiff is informed and believes, and thereon alleges, that in 2016 alone, the Fund
26 paid to \$1,743,712.00 to the Unions, and the amount continues to increase each year as the Service
27 Fee is collected as a continuing violation.

28 22. Of note, the general counsel for the Fund, Patricia Polach, has simultaneously

06/25/2018

1 served as counsel for (1) the Fund; (2) AFM and AFTRA; and (3) SAG-AFTRA, creating a
2 massive and obvious conflict of interest. Ms. Polach's role in the creation of the Fund and
3 implementation of the Service Fee will be thoroughly investigated by Plaintiff in connection with
4 this Action.

5 23. Plaintiff and the Class seek equitable, declaratory, and injunctive relief against the
6 Trustees requiring them to: (1) revert back to the Fund the 3% Service Fee for the distribution
7 cycles following July 22, 2013; (2) cease the collection of the 3% Service Fee on all future
8 distribution cycles; and (3) declare the Data Purchase and Services Agreement void and
9 unenforceable.

10 **JURISDICTION AND VENUE**

11 24. This Court has jurisdiction over this action. The Fund is located in Valley Village,
12 California, and a substantial part of the acts and events giving rise to Plaintiff's and the Class'
13 claims occurred in Los Angeles County, in that the Trustees and the Unions have diverted funds
14 from the Fund in this County, and because upon information and belief, all meetings, decisions,
15 and accountings are held and performed in this County.

16 25. Further, SAG-AFTRA is a Delaware corporation authorized to conduct business
17 and conducting business in the County of Los Angeles, State of California. Defendant AFM is a
18 mutual benefit corporation (also known as a nonprofit corporation) that is organized and existing
19 under the laws of the State of California and is authorized to conduct business and is conducting
20 business, in the County of Los Angeles, State of California.

21 26. Venue is proper in this Court because a substantial part of the acts giving rise to
22 Plaintiff's claims occurred in this venue.

23 **PARTIES**

24 27. Plaintiff Kevin Risto ("Plaintiff") is a resident of Las Vegas, Nevada. Mr. Risto is
25 not a Union member, but collects from the Fund as a non-featured musician on artist Fantasia's
26 "When I See U." Plaintiff has written and produced songs for Justin Bieber, Frank Ocean, 50
27 Cent, Jennifer Lopez, and many other award-winning artists. Plaintiff received a Grammy award,
28 the music industry's highest honor, for his work on Frank Ocean's "Channel Orange" album.

1 28. Defendant SAG-AFTRA is a corporation organized and existing under the laws of
2 the state of Delaware and is authorized to conduct business and is conducting business in the
3 County of Los Angeles, State of California.

4 29. Defendant AFM is a mutual benefit corporation (also known as a nonprofit
5 corporation) that is organized and existing under the laws of the State of California and is
6 authorized to conduct business and is conducting business, in the County of Los Angeles, State of
7 California.

8 30. Defendant Raymond M. Hair, Jr. is a resident of the State of New York and a
9 Trustee of the AFM and SAG-AFTRA Intellectual Property Rights Distribution Fund. Defendant
10 Raymond M. Hair, Jr. is also the President of the American Federation of Musicians ("AFM").

11 31. Defendant Augustino Gagliardi is a resident of the State of New York and a
12 Trustee of the AFM and SAG-AFTRA Intellectual Property Rights Distribution Fund. Mr.
13 Gagliardi serves on the Executive Committee of the American Federation of Musicians ("AFM").

14 32. Defendant Duncan Crabtree-Ireland is a resident of the City of Los Angeles, State
15 of California and a Trustee of the AFM and SAG-AFTRA Intellectual Property Rights
16 Distribution Fund. Mr. Crabtree-Ireland is the Chief Operating Officer and General Counsel of
17 SAG-AFTRA.

18 33. Defendant Stefanie Taub is a resident of the City of Los Angeles, State of
19 California. She is a former Trustee of the Fund and now serves as its Chief Executive Officer. Ms.
20 Taub also previously served as the National Manager of Sound Recordings for SAG-AFTRA.

21 34. Defendant Jon Joyce is a resident of the State of California and serves as the rank-
22 and-file SAG-AFTRA Trustee of the Fund. Mr. Joyce is on the Board of the SAG-AFTRA
23 Foundation.

24 35. Defendant Bruce Bouton is a resident of the State of California and serves as the
25 rank-and-file AFM Trustee of the Fund. Mr. Boulton is on the Electronic Media Oversight
26 Committee of the AFM and is the Intellectual Property Rights Committee Chair of the Recording
27 Musicians Association, which, upon information and belief, is an affiliated entity of the AFM.

28 36. The individual defendants shall be referred to collectively as the "Trustee

1 Defendants.” The entity defendants shall be referred to as the “Union Defendants.”

2 37. The names and capacities of DOE Defendants 1-10 are currently unknown to
3 Plaintiff. Each of the DOE Defendants is legally responsible for the unlawful acts alleged herein.

4 38. At all relevant times, each defendant was acting as an agent or employee of each of
5 the other and was acting within the course or scope of the agency with knowledge and consent of
6 the other defendants. Each of the acts and omissions complained of were made known to, and
7 ratified by, each of the other defendants.

8 **CLASS ACTION ALLEGATIONS**

9 39. Pursuant to California Code of Civil Procedure § 382, Plaintiff brings this action
10 individually and on behalf of the following proposed class of persons, initially defined as:

11 **Nationwide Class:**

12 All persons and entities, their agents, successors in interest, assigns, heirs, executors,
13 trustees, and administrators who are and/or were non-featured musicians and non-featured
14 vocalists.

15 40. The Class does not include Defendants; any successor or assign of Defendants; or
16 any judge to whom this case is assigned and any member of his or her immediate family.

17 41. Numerosity. The Class is comprised of thousands of persons, making joinder of
18 such cases impracticable. Disposition of the claims in a class action context will provide
19 substantial benefits to the parties and the Court.

20 42. Existence and predominance of common questions. Common questions of law and
21 fact exist as to all members of the proposed Class and predominate over questions affecting only
22 individual Class members. These common questions include, but are not limited to, the following,
23 answers to which are apt to drive the resolution of this litigation:

24 a. Whether the Trustees breached their fiduciary duties to the Plaintiff and the
25 Class;

26 b. Whether the Trustees wrongfully withheld and benefitted from money due
27 to Plaintiff and the Class;

28 c. Whether the Trustees converted funds due to Plaintiff and the Class by

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1 if such notice is not practicable, by the best notice practicable under the circumstance including
2 email, publication in major newspapers and/or on the Internet.

3 **TOLLING AND ESTOPPEL**

4 48. Any applicable statutes of limitations that might otherwise bar any of Plaintiff's
5 claims are tolled by Defendants' knowing and active concealment of the wrongful diversion of
6 monies from the corpus of the Trust to the Unions.

7 49. Defendants, as the Trustees of the Trust are therefore in a superior position to know
8 of the material issues, were under a continuous duty to disclose to Plaintiff and members of the
9 Class the true amount of funds collected by the Trust at each distribution cycle, and the sum of
10 money being diverted to the Unions at every cycle. The Unions prevented the Trust from
11 informing the beneficiaries of the terms of the Data Purchase and Sales Agreement and hid the
12 Service Fee from the beneficiaries. Defendants kept Plaintiff in the dark as to necessary
13 information essential to the pursuit of his claims. Because of Defendants' cover-up, proposed
14 Class members could not have reasonably discovered the substantial sum of money being diverted
15 from the Trust to the Unions at every distribution cycle. Defendants are therefore estopped from
16 relying on any statutes of limitations in defense of this action.

17 50. In addition, the Trustees' breaches of their fiduciary duties as described herein
18 constitute continuing wrongs such that the statute of limitations on these breaches of fiduciary
19 duty claims of Plaintiff and the Class has been tolled and will not begin to run until the
20 commission of the last wrongful act of the Trustees.

21 **FIRST CAUSE OF ACTION**

22 **Breach of Fiduciary Duty for Implementing Service Fee**

23 (Against the Trustee Defendants On Behalf of Plaintiff and the Class)

24 51. Plaintiff incorporates the preceding and subsequent allegations as if fully set forth
25 herein.

26 52. The Trustees are fiduciaries with regard to the Fund pursuant to, among other
27 authorities, the Agreement and Declaration of Trust dated September 16, 1998 as amended and
28 restated July 26, 2012, and the statutory framework proscribing their authority. As fiduciaries, the

1 Trustees owe to Plaintiff and the Class, as beneficiaries, fiduciary duties of loyalty, reasonableness
2 and good faith, diligence and prudence, to act solely in the interests of Plaintiff and the Class and
3 to treat the Union and non-union members of the Class equally and impartially.

4 53. The Trustees control substantial Royalties that are owed by statute, the
5 implementing regulations, the Trust Agreement, and applicable law to Plaintiff and the Class. This
6 money belongs to Plaintiff and the Class, not to the Fund or the Trustees. Furthermore, Plaintiff
7 and the Class reasonably expect that the Trustees will in the future collect additional Royalties
8 owed to them and the Trustees will likewise fail to distribute those Royalties to them.

9 54. As set forth above, by implementing the Service Fee, the Trustees have effectively
10 refused to pay to Plaintiff and the Class the full amount of money owed to them.

11 55. The Trustees implemented the Service Fee to benefit the Unions to which they are
12 employed and receive financial benefit from.

13 56. The implementation of the Service Fee constitutes breach by the Trustees of their
14 fiduciary duties of loyalty, reasonableness and good faith, diligence and prudence, and to act
15 solely in the interests of Plaintiff and the Class, who are beneficiaries of the Fund. The Trustees'
16 conduct is under significant conflict of interest and damages the interests of the Union and non-
17 union non-featured performers. The conduct of the Trustees in implementing the Service Fee also
18 breaches their fiduciary duty to treat all members impartially without regard to union membership.
19 The Trustees' breaches of their fiduciary duties have proximately caused damages to Plaintiff and
20 the Class in the amount of the Royalties owed to but not paid to them, which upon information and
21 belief, exceeds millions of dollars to date and continues to accrue to Plaintiff's and the Class's
22 detriment.

23 57. Defendants' conduct as described herein was done with a conscious disregard of
24 the rights of Plaintiff and Class Members, with the intent to vex, annoy, and/or harass them and to
25 unjustly profit at their expense. Such conduct was unauthorized and constitutes oppression, fraud,
26 and/or malice under California Civil Code § 3294, entitling Plaintiff and the Class Members to an
27 award of punitive damages in an amount to punish or set an example of the Defendants in an
28 amount to be determined at trial.

SECOND CAUSE OF ACTION

Money Had and Received

(Against All Defendants On Behalf of Plaintiff and the Class)

58. Plaintiff incorporates the preceding and subsequent allegations as if fully set forth herein.

59. As stated above, in their official capacities, the Trustees and the Unions have received and currently retain Royalties belonging to Plaintiff and the Class which, upon information and belief, is in excess of \$5,000,000.00 million and continues to accrue. The Trustees and the Unions have benefitted from receipt of that money. The Royalties collected belong to Plaintiff and the Class, not to the Unions.

60. The Trustees and the Unions are indebted to Plaintiff and the Class for their rightful share of the money had and received by the Trustees and the Unions for the benefit and use of Plaintiff and the Class.

THIRD CAUSE OF ACTION

Declaratory Relief

(Against All Defendants On Behalf of Plaintiff and the Class)

61. Plaintiff incorporates the preceding and subsequent allegations as if fully set forth herein.

62. The Trustees are obligated to distribute 100% of the Royalties received to beneficiaries of the Trust. Instead, the Trustees have diverted three percent of the funds to the Unions to the detriment of Plaintiff and the Class.

63. Plaintiff and the Class have no adequate remedy at law.

64. By reason of the foregoing, there is a present and existing controversy by and between Plaintiff and the Class, on one hand, and the Unions and the Trustees, on the other hand, with respect to which this Court should enter a declaratory judgment determining that the statutory scheme prohibits the Trustees from diverting three percent of the Royalties collected to the Unions, and declare the Data Purchase and Services Agreement void and unenforceable.

FOURTH CAUSE OF ACTION

Conversion

(Against All Defendants On Behalf of Plaintiff and the Class)

65. Plaintiff incorporates the preceding and subsequent allegations as if fully set forth herein.

66. At all relevant times, Plaintiff and the Class had ownership rights in, or the right to possess, specific sums of the Fund's collections. These specific sums are capable of identification through an accounting of the Fund's records.

67. The Unions and the Trustees of the Fund have wrongfully exercised control over Plaintiff and Class Members' rights in the Fund.

68. The Unions and the Trustees intentionally and substantially interfered with Plaintiff's and Class Members' rights by implementing a Service Fee which prevented Plaintiff and the Class from accessing the full amount of their rightful property. This is especially true for non-Union Class Members who receive no benefits from Union membership.

69. Plaintiff and the Class did not consent to the Defendants' actions as described above.

70. Plaintiff and the Class suffered harm through the Defendants' actions.

71. The Defendants' conduct was a substantial factor in causing Plaintiff's and Class Members' harm.

72. By reason of the foregoing, Plaintiff and Class Members have suffered damages in an amount to be determined at trial. Plaintiff and Class members are entitled to actual damages sustained as a result of the Trustee's wrongful acts, including an award sufficient to compensate Plaintiff and Class Members for all harm suffered as a result of the Defendants' conduct, and punitive damages.

73. Defendants' conduct as described herein was done with a conscious disregard of the rights of Plaintiff and Class Members, with the intent to vex, annoy, and/or harass them and to unjustly profit at their expense. Such conduct was unauthorized and constitutes oppression, fraud, and/or malice under California Civil Code § 3294, entitling Plaintiff and the Class Members to an

1 award of punitive damages in an amount to punish or set an example of the Defendants in an
2 amount to be determined at trial.

3 **PRAYER FOR RELIEF**

4 WHEREFORE, Plaintiff prays for judgment as follows:

5 a. For an order certifying this action as a class action pursuant California Code
6 of Civil Procedure § 382 and appointing Plaintiff as the representative of the Class and his counsel
7 as Class Counsel;

8 b. A declaration that Defendants are financially responsible for notifying all
9 Class Members that the Service Fee was unauthorized;

10 c. An injunction requiring the Trustees to cease collection of the Service Fee
11 on all future distribution cycles;

12 d. An injunction prohibiting any further dissemination of monies from the
13 Fund to the Unions for the Service Fee or any other purpose unless specifically authorized by law;

14 e. An award to Plaintiff and the Class of damages in an amount to be proven at
15 trial;

16 f. An award of punitive damages on the Breach of Fiduciary Duty and
17 Conversion causes of action;

18 g. Judgment against the Trustees in their individual capacities requiring them
19 to reimburse the Fund for any of its assets they used in unsuccessfully defending the breach of
20 fiduciary claims against them;

21 h. Judgment awarding Plaintiff's counsel reimbursement of their costs and
22 expenses and reasonable attorneys' fees;

23 i. For an order awarding Plaintiff's pre-judgment and post-judgment interest;

24 j. For an order awarding Plaintiff's reasonable attorney fees and costs of suit,
25 including expert witness fees, as allowed by law; and

26 k. For an order awarding such other and further relief as this Court may deem
27 just and proper.

28

1 DATED: June 22, 2018

Respectfully submitted,

2 KIESEL LAW LLP

3
4 By: 

5 PAUL R. KIESEL

MARIANA A. MCCONNELL

6 Attorneys for Plaintiff and the Class

7
8 JOHNSON & JOHNSON LLP

9
10 By: 

11 NEVILLE L. JOHNSON

JORDANNA G. THIGPEN

12 Attorneys for Plaintiff and the Class

JURY DEMAND

Plaintiff demands a trial by jury for all issues so triable.

DATED: June 22, 2018

Respectfully submitted,

KIESEL LAW LLP

By: 

PAUL R. KIESEL

MARIANA A. MCCONNELL

Attorneys for Plaintiff and the Class

JOHNSON & JOHNSON LLP

By: 

NEVILLE L. JOHNSON

JORDANNA G. THIGPEN

Attorneys for Plaintiff and the Class

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Neville L. Johnson (SBN 66329) / Douglas L. Johnson (SBN 209216) Jordanna G. Thigpen (SBN 232642) Johnson & Johnson LLP 439 North Canon Drive, Suite 200, Beverly Hills, California 90210 TELEPHONE NO.: (310) 975-1080 FAX NO.: (310) 975-1095 ATTORNEY FOR (Name): Plaintiff, Kevin Risto		FOR COURT USE ONLY FILED Superior Court of California County of Los Angeles JUN 22 2018 Sherri H. Litch, Clerk of Court By <u>Britny Smith</u> Deputy	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Los Angeles STREET ADDRESS: 111 North Hill Street MAILING ADDRESS: CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse		CASE NAME: Risto v. SAG-AFTRA et al.	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	
		CASE NUMBER: BC 710739 JUDGE: DEPT:	

Items 1–6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:
- | | | |
|---|--|--|
| Auto Tort
<input type="checkbox"/> Auto (22)
<input type="checkbox"/> Uninsured motorist (46)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort
<input type="checkbox"/> Asbestos (04)
<input type="checkbox"/> Product liability (24)
<input type="checkbox"/> Medical malpractice (45)
<input checked="" type="checkbox"/> Other PI/PD/WD (23)
Non-PI/PD/WD (Other) Tort
<input type="checkbox"/> Business tort/unfair business practice (07)
<input type="checkbox"/> Civil rights (08)
<input type="checkbox"/> Defamation (13)
<input type="checkbox"/> Fraud (16)
<input type="checkbox"/> Intellectual property (19)
<input type="checkbox"/> Professional negligence (25)
<input type="checkbox"/> Other non-PI/PD/WD tort (35)
Employment
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<input type="checkbox"/> Other employment (15) | Contract
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<input type="checkbox"/> Rule 3.740 collections (09)
<input type="checkbox"/> Other collections (09)
<input type="checkbox"/> Insurance coverage (18)
<input type="checkbox"/> Other contract (37)
Real Property
<input type="checkbox"/> Eminent domain/Inverse condemnation (14)
<input type="checkbox"/> Wrongful eviction (33)
<input type="checkbox"/> Other real property (26)
Unlawful Detainer
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<input type="checkbox"/> Drugs (38)
Judicial Review
<input type="checkbox"/> Asset forfeiture (05)
<input type="checkbox"/> Petition re: arbitration award (11)
<input type="checkbox"/> Writ of mandate (02)
<input type="checkbox"/> Other judicial review (39) | Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403)
<input type="checkbox"/> Antitrust/Trade regulation (03)
<input type="checkbox"/> Construction defect (10)
<input type="checkbox"/> Mass tort (40)
<input type="checkbox"/> Securities litigation (28)
<input type="checkbox"/> Environmental/Toxic tort (30)
<input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41)
Enforcement of Judgment
<input type="checkbox"/> Enforcement of judgment (20)
Miscellaneous Civil Complaint
<input type="checkbox"/> RICO (27)
<input type="checkbox"/> Other complaint (not specified above) (42)
Miscellaneous Civil Petition
<input type="checkbox"/> Partnership and corporate governance (21)
<input type="checkbox"/> Other petition (not specified above) (43) |
|---|--|--|
2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties
b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input type="checkbox"/> Substantial amount of documentary evidence | d. <input type="checkbox"/> Large number of witnesses
e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
|--|--|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 4
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: June 22, 2018

Jordanna G. Thigpen

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on **all** other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

ORIGINAL

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor
Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

SHORT TITLE:
Risto v. SAG-AFTRA et al.CASE NUMBER
BC 710739

**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☒ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 8-10 ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked “Limited Case”, skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column **A**, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column **B** below which best describes the nature of this case.

Step 3: In Column **C**, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/ Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall) <input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4. 1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress <input checked="" type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 3. 1., 4.

SHORT TITLE: Risto v. SAG-AFTRA et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/ Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2., 3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	1., 2., 3.
	Other Employment (15)	<input type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (06) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
Real Property	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
Unlawful Detainer	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

SHORT TITLE: Risto v. SAG-AFTRA et al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A6108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A6115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A6151 Writ - Administrative Mandamus <input type="checkbox"/> A6152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A6153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A6150 Other Writ /Judicial Review	2., 8.
	Provisionally Complex Litigation		
	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A6003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A6007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A6006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A6035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A6036 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A6014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A6141 Sister State Judgment <input type="checkbox"/> A6160 Abstract of Judgment <input type="checkbox"/> A6107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A6140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A6114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A6112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
Miscellaneous Civil Complaints	RICO (27)	<input type="checkbox"/> A6033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A6030 Declaratory Relief Only <input type="checkbox"/> A6040 Injunctive Relief Only (not domestic/harassment) <input type="checkbox"/> A6011 Other Commercial Complaint Case (non-tort/non-complex) <input type="checkbox"/> A6000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8. 2., 8. 1., 2., 8. 1., 2., 8.
	Partnership Corporation Governance (21)	<input type="checkbox"/> A6113 Partnership and Corporate Governance Case	2., 8.
Miscellaneous Civil Petitions	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A6121 Civil Harassment <input type="checkbox"/> A6123 Workplace Harassment <input type="checkbox"/> A6124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A6190 Election Contest <input type="checkbox"/> A6110 Petition for Change of Name <input type="checkbox"/> A6170 Petition for Relief from Late Claim Law <input type="checkbox"/> A6100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., **Step 3** on Page 1, as the proper reason for filing in the court location you selected.

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the County courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

(SIGNATURE OF ATTORNEY/FILING PARTY)

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

SUM-100

SUMMONS (CITACION JUDICIAL)

NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

Screen Actors Guild-American Federation of Television and Radio
Radio Artists, a Delaware Corporation; (Additional Parties Attachment form
is attached.)

YOU ARE BEING SUED BY PLAINTIFF: (LO ESTÁ DEMANDANDO EL DEMANDANTE):

Kevin Risto, on behalf of himself and all others similarly situated,

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

FILED
Superior Court of California
County of Los Angeles

JUN 22 2018

Sherri R. Carter, Executive Officer/Clerk of Court
By Betty Smith Deputy
Betty Smith

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case.

¡AVISO! Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Stanley Mosk Courthouse
111 North Hill Street, Los Angeles, CA 90012

CASE NUMBER:
(Número del Caso):

BC 710739

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Neville L. Johnson, Johnson & Johnson LLP, 439 N. Canon Dr., Suite 200, Beverly Hills, CA 90210

DATE: **JUN 22 2018**
(Fecha)

SHERRI R. CARTER

Clerk, by
(Secretario)

Betty Smith

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):



ORIGINAL

06/25/2018

SUM-200(A)

SHORT TITLE:

Risto v. SAG-AFTRA et al.

CASE NUMBER:

INSTRUCTIONS FOR USE

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

AMERICAN FEDERATION OF MUSICIANS OF THE UNITED STATES AND CANADA, a California nonprofit corporation; RAYMOND M. HAIR, JR, an individual, as Trustee of the AFM and SAG-AFTRA Intellectual Property Rights Distribution Fund; TINO GAGLIARDI, an individual, as Trustee of the AFM and SAG-AFTRA Intellectual Property Rights Distribution Fund; DUNCAN CRABTREE-IRELAND, an individual, as Trustee of the AFM and SAG-AFTRA Intellectual Property Rights Distribution Fund; STEFANIE TAUB, an individual, as Trustee of the AFM and SAG-AFTRA Intellectual Property Rights Distribution Fund; JON JOYCE, an individual, as Trustee of the AFM and SAG-AFTRA Intellectual Property Rights Distribution Fund; BRUCE BOUTON, an individual, as Trustee of the AFM and SAG-AFTRA Intellectual Property Rights Distribution Fund; and DOE DEFENDANTS 1-10,

Page 1 of 1

Page 1 of 1